

AN ORDINANCE 2006-06-15-0716

AUTHORIZING EXECUTION OF A ONE-YEAR STANDBY ENVIRONMENTAL REMEDIATION SERVICES CONTRACT WITH ALAMO ENVIRONMENTAL, INC., D.B.A. ALAMO 1, FOR "AS NEEDED" ENVIRONMENTAL CONSTRUCTION AND DISPOSAL SERVICES IN AN ANNUAL AMOUNT NOT TO EXCEED \$998,000.00, WITH TWO ONE-YEAR EXTENSION OPTIONS, CONTINGENT UPON CITY COUNCIL APPROVAL.

* * * * *

WHEREAS, this Ordinance accepts a proposal and authorizes execution of a Stand-by Professional Services Agreement for Environmental Remediation and Environmental Construction activity as necessary to the City's continued regulatory compliance, in the management of contaminated media and regulated waste, which award's exemption from statutory competitive bidding is allowed by the Texas Local Government Code, Section 252.022(a)(2) for purposes of health and safety; **NOW THEREFORE;**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The Proposal from Alamo Environmental, Inc., dba ALAMO 1, is hereby accepted and the City Manager or her designee is authorized to execute an Integration Agreement, compiling all necessary contract documents, which Integration Agreement, in substantial form, is appended and fully incorporated into this Ordinance verbatim for all purposes as Attachment A.

SECTION 2. The aforesaid contract is approved for funding in an amount not to exceed \$998,000.00 during the first annual performance term. Funding for subsequent years, in case of optional renewal of performance term(s), shall not exceed \$998,000.00 per annum or as may be adjusted by subsequent City Council Action.

SECTION 3. The instant agreement shall authorize an initial single annual periodic term to commence on or about June 25, 2006, and to end on June 24th, 2007. Upon expiration of the initial term, the Director of Environmental Services (Director) is hereby authorized to execute up to two (2) optional one (1) year terms upon approval by the City Council. Thereafter, optional renewal of annual performance terms, if any such options are exercised by the City, shall commence on June 25th and end on June 24th, respectively. In the event the City exercises one or more optional terms, and should amendments or material modifications be made to the existing provisions, such modifications shall require City Council approval; otherwise, the agreement may be renewed in all its terms and conditions at the City's discretion. Material changes to provisions require City Council approval regardless of when amendments may be effected.

SECTION 4. The following financial adjustments are authorized as follows:

- (a) Some, but not all , of the requested funds for this expenditure are available in Fund 55001000, SOLID WASTE OPERATING FUND, Fund Center 5556010000, Administration, as part of the carry forward budget.
- (b) Payment not to exceed the budgeted amount is authorized for necessary "as needed" environmental construction and disposal services engineering to vendor Alamo Environmental, Inc., d.b.a. ALAMO 1. Payment should be encumbered with a purchase order.
- (c) The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 5. This Ordinance shall be effective on June 25, 2006.

PASSED and **APPROVED** this 15th day of June, 2006.



M A Y O R

PHIL HARDBERGER

Attest: 
City Clerk

Approved as to form: 
City Attorney

**AGREEMENT BETWEEN THE CITY OF SAN ANTONIO
AND
ALAMO ENVIRONMENTAL, INC.,
DBA ALAMO 1.
FOR
"Stand-by Environmental
Remediation Services Contract 2006"**

**STATE OF TEXAS
COUNTY OF BEXAR**

This agreement (hereinafter referred to as the "Agreement"), made and entered into in San Antonio, Bexar County, Texas, between the City of San Antonio, a Municipal Corporation in the State of Texas acting by and through its City Manager (hereinafter referred to as "City"), and

**Alamo Environmental, Inc.,
dba ALAMO 1
121 Interpark
Suite 108
San Antonio, Texas 78229,**

a corporation (hereinafter referred to as "ALAMO 1"), incorporated under the laws of the State of Texas, said Agreement being executed by the City pursuant to Ordinance No. , passed and approved by the City Council on June 15, 2006.

Contract Documents. Terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are **attached** and fully incorporated herein verbatim for all purposes:

1. Exhibit I, a Request for Proposal (RFP) package, issued by the City, entitled RFP for Standby Environmental Remediation Services Contract 2006.
2. Exhibit II, Addendum I (14 pages).
3. Exhibit III, Addendum II, (1 page extending response date to May 10, 2006).
4. Copy of enabling Ordinance No. .

Incorporation by Reference. All of ALAMO I's Proposal, submitted by Richard Schriber, including but not limited to Attachment F, Pricing Schedule, is fully incorporated herein by reference, verbatim, in its entirety, for all purposes.

All of which documents, attached and incorporated by reference, constitute the contract documents for this Agreement. The RFP and its adjustments / amendments shall govern

ALAMO 1's responsive proposal; this Integration Agreement shall govern both the RFP and the responsive proposal; and the enabling Ordinance shall govern all.

As authorized by the Ordinance, annual budget sums shall not exceed \$998,000.00 unless City Council action is taken to amend the enabling Ordinance. In regard to compensation, the City, does not guarantee any minimum volume of work.

Work Start Date: Work shall start immediately upon instruction to ALAMO 1 from the Department of Environmental Services, but no sooner than June 25, 2006, for performance of various City projects described in the RFP's scope of services or contract documents identified above.

Annual Term of Performance and Termination Date: The first term of this Agreement shall commence June 25, 2006, unless provided otherwise in the enabling Ordinance. The first annual term of this Agreement shall terminate on June 24, 2007, subject to renewal for two (2) optional one-year terms to be effected and executed by the Director of Environmental Services upon approval by the City Council and contingent upon funding available, as may be authorized in the enabling Ordinance cited above and subsequent annual budget ordinances. Optional renewal terms shall commence June 25th and terminate on June 24th for purposes of calculating respective optional term periods. Subsequent optional renewals must have City Council approval.

Agreed, Consented to, and Executed this _____ day of June, 2006.

CITY OF SAN ANTONIO

**ALAMO ENVIRONMENTAL, INC.,
dba ALAMO 1**

by _____
**Interim City Manager, Assistant City Manager, or
an Assistant to the City Manager**

by _____
Title: _____

Printed name: _____

Printed name: _____

Approved as to form:

Office of the City Attorney
Michael Bernard
City Attorney

by _____
Sally Clark Farris, Assistant City Attorney

CITY OF SAN ANTONIO
ENVIRONMENTAL SERVICES DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM

TO: Sheryl Sculley, City Manager
FROM: Daniel V. Cárdenas, Director
SUBJECT: Stand-By Environmental Remediation Services Contract
DATE: June 15, 2006

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the execution of one Standby Environmental Remediation Services contract with Alamo Environmental, Inc., d.b.a. ALAMO 1, for environmental remediation services in an amount not to exceed \$998,000.00 annually. This agreement will be utilized on an as-needed basis for various environmental remediation projects for a period of one year, with options, in favor of the City, to extend the term of the agreement for two (2) additional (1) year performance periods under the same terms and conditions, one or both of which options may be exercised, upon the approval of the City Council.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

This contract is used on an "as-needed" basis to support various City construction projects, such as road and drainage improvements. As may be necessary for regulatory compliance, this contract can be used to excavate, haul and dispose of various types of contaminated soils and other materials. Additionally, this contract can be used to remove and dispose of petroleum storage tanks, drums, and other environmental remediation activities. The contract is unit priced. Although this is not an environmental engineering contract, it requires a high degree of expertise and integrity in the contractor due to potential health and safety implications. Some contract activities may require the contractor to have special credentials from regulatory agencies.

ALAMO 1 was selected based on the City's standard Request for Proposal (RFP) process. A selection committee, comprised of representatives from the Public Works Department, Environmental Services Department, and Economic Development Department, reviewed responses. The Contract Services Department assisted with the entire selection process.

ALAMO 1 was selected as the best qualified firm out of four (4) proponents. The submittals were evaluated based on the various firms' qualifications, experience, quality of service and previous project performance. The evaluation committee placed emphasis on the core activities of this contract which are prior experience in remediation and construction, as well as pricing. Additional categories of consideration included references and financial qualifications. The ranking and evaluation criteria are attached.

Additional points were given to firms based on their local presence, structure as a minority and/or woman-owned business and their commitment to the City's Small Business Economic Development Advocacy (SBEDA) policy. ALAMO 1 received the highest scores for local presence and SBEDA. The selection process is further governed in the Texas Local Government Code's process necessary to preserve or protect the public health or safety. Loc. Gov. Code, Sec. 252.022(a)(2).

The contract term of this agreement shall be for a period of one (1) year from the date of the enabling ordinance or recited in the final executed documents. Two (2) optional one (1)-year performance periods, in the City's favor, with identical terms and conditions offering the same contract value may be exercised, upon approval by City Council.

POLICY ANALYSIS

Approval of this ordinance is consistent with City Council policy to address environmental issues in a safe and professional manner in accordance with state and federal regulations.

FISCAL IMPACT

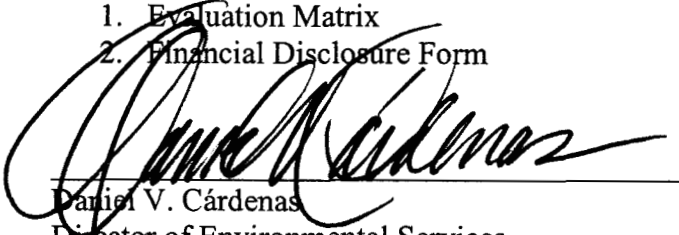
Approval of this ordinance will authorize expenditures under this agreement not to exceed \$998,000.00 annually. Funding shall be provided from the specific capital improvement projects as necessary. Purchase Orders shall be executed on an as needed basis from the capital project funds. Payment for services will be made based on the established unit prices.

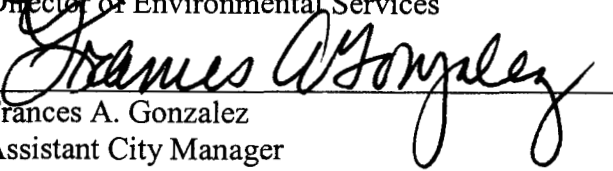
COORDINATION

This request for ordinance has been coordinated with the Public Works, Contract Services, Economic Development and Finance Departments, as well as the Office of Management and Budget and the City Attorney's Office.


ATTACHMENTS

1. Evaluation Matrix
2. Financial Disclosure Form


Daniel V. Cárdenas
Director of Environmental Services


Frances A. Gonzalez
Assistant City Manager

Approved for consideration:


Sheryl Sculley
City Manager

Score Summary RFP for Stand by Environmental Remediation Services Contract 2006	Maximum Points	Alamo 1	ARC Abatement	Eagle Construction & Environmental	USA Environmental, LP
A - Operational Capability	10	9.40	2.70	6.00	8.20
B - Financial Capability	5	4.00	4.00	5.00	3.50
C - Previous Experience	25	22.20	6.40	20.80	22.40
D - Qualifications & Experience of Key Staff	5	4.70	1.40	3.00	4.00
E - Qualifications of Proposed Contractors	5	4.80	0.35	3.20	3.20
F - Proposed Pricing	30	25.56	30.00	22.46	27.17
Sub-Total	80	70.66	44.85	60.46	68.47
G - Local Business Enterprise	10	10.00	6.00	3.50	3.20
G - Historically Underutilized Enterprise	5	5.00	0.00	1.75	1.85
G - Compliance w/SBEDA Policy	5	2.00	0.00	2.00	4.00
Sub-Total	20	17.00	6.00	7.25	9.05
TOTAL SCORE	100	87.66	50.85	67.71	77.52

**ATTACHMENT B.
City of San Antonio**

Discretionary Contracts Disclosure

*For use of this form, see Section 2-59 through 2-61 of the CITY Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity¹ that is a **party** to the discretionary contract:

Alamo Environmental, Inc (dba ALAMO1)

(2) Identify any individual or business entity which is a **partner, parent** or **subsidiary** business entity, of any individual or business entity identified above in Box (1):

☒ No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

(3) Identify any individual or business entity that would be a **subCONSULTANT** on the discretionary contract.

☒ No subCONSULTANT(s); or

List subCONSULTANTS:

(4) Identify any **lobbyist** or **public relations firm** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

☒ No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

¹ A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current* or *former member* of CITY Council, any *candidate* for CITY Council, or to any *political action committee* that contributes to CITY Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

☒ No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:


(6) Disclosures in Submittals

Any individual or business entity seeking a discretionary contract with the CITY must disclose any known facts which, reasonably understood, raise a question² as to whether any CITY official or employee would violate Section 2-43 of the CITY Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

☒ Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the CITY Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature: 	Title: Vice President Alamo Environmental, Inc. Corporate Name	Date: 05-02-06
Printed name: Richard Schriber		

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

INDIVIDUAL AGENDA

PLEASE NOTE: Persons may register up until 9 a.m. for individual items. Persons who sign-up for a single item will be heard at the time that the item is being considered by Council. Persons who sign up for multiple items will be heard at the beginning of the Individual Agenda. In both cases, persons will be called to address the City Council in the order their name appears below. Each person is allowed three (3) minutes to address City Council, and each organization is allowed nine (9) minutes to address City Council.*

INDIVIDUAL AGENDA ITEMS #3 - 7

(PLEASE PRINT)		ADDRESS	INDIVIDUAL AGENDA ITEM NUMBER	AUDIOVISUAL ASSISTANCE REQUIRED? YES/NO
NAME and/or ORGANIZATION	06-15-06 A09:04 1H			
1. Norman Hughes		116 Somerset Rd SA, TX 78211-1910	5	
2. Nelson Ann Hup		9311 San Pedro S.A 78216	3	
3. Howard Rogers		P.O. Box 12084, 78218	4	
4. Jack H. Finzer		P.O. Box 1628 S.A. TX 78296	#4, 5, 6, 7	
5. Mario Hernandez			6	
6. David Earl			5	
7. Colera Anthony			5	
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

*Each person signed up to address City Council, must sign-up in person by the specified deadline, and will be allowed three (3) minutes to address City Council. No person may sign-up for another person. A person who wishes to grant his/her speaking time to another, must be present when the person receiving the times is called to address City Council. Organizations must be represented by three (3) persons, all of whom must be present when the organization is addressing City Council. The organization will be allotted nine (9) minutes to address City Council. Persons that sign up as part of an organization will have their segment count as part of the nine (9) minute total.